

THIS IS A TRANSFER TO A MUNICIPALITY AND IS
EXEMPT FROM THE NEW HAMPSHIRE REAL PROPERTY
TRANSFER TAX PURSUANT TO RSA 78-B:2, I. THIS TRANSFER
IS ALSO EXEMPT FROM THE LCHIP SURCHARGE
PURSUANT TO RSA 478:17-g, II(a).

THE SPACE ABOVE IS FOR RECORDING INFORMATION

**CONSERVATION EASEMENT DEED
AND ACCESS EASEMENT**

Paul W. Panish and Stephanie M. Hall, Trustees of the Panish-Hall Trust, with a principal place of residence at 101 Ross Road, Town/City of Barrington, County of Strafford, State of New Hampshire, (hereinafter referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns),

for consideration paid, with WARRANTY covenants, grants in perpetuity to

the **Town of Barrington**, a municipal corporation, situated in the County of Strafford, State of New Hampshire, acting through its Conservation Commission with the approval of the Board of Selectmen pursuant to NH RSA 36-A:4, with a mailing address of PO Box 660, Barrington, New

Hampshire 03825, (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

the Conservation Easement (herein referred to as the "Easement") hereinafter described with respect to that certain parcel/area of land (herein referred to as the "Property") with any and all buildings, structures, and improvements thereon/being unimproved land, consisting of approximately 20 acres, situated on Ross Road in the Town/City of Barrington, County of Strafford, State of New Hampshire, as shown on a Plan entitled "Conservation Easement Plan, Tax Map 249 Lot 19, Ross Road, Barrington, NH" dated March 18, 2020, and recorded in the Strafford County Registry of Deeds as Plan # 12273, prepared by Eric C. Mitchell & Assoc. Inc. (herein referred to as the "Plan"), more particularly bounded and described in Appendix "A" attached hereto and made a part hereof, and

an Access Easement, as further provided in Section 3., below, and as shown on the Plan, for low-impact, non-commercial outdoor recreational and/or educational use by the general public, and for access by the Grantee to other abutting lands owned by it shown on the Plan as Tax Map 249 Lot 18, for agricultural and forestry management, including removal of crops and products, therefrom, and shall include as may be necessary therefor vehicular travel, which easement is more particularly described in Appendix B, attached hereto and made a part hereof.

1. **PURPOSES.** The Easement hereby granted in perpetuity is pursuant to NH RSA 477:45-47, exclusively for the following conservation Purposes (herein referred to as the "Purposes") for the public benefit:

- A. The protection of the significant natural habitat of Upland and Mixed Hardwood Forest, White Pine Forest, and the preservation/re-establishment of existing and pre-existing Field-lands, as well as the enhancement of approximately 290 acres of protected land which is adjacent to the Property, said other land including the Goodwill Conservation Area and associated Amendments to the same; and
- B. The conservation and protection of open spaces, particularly the conservation of the productive farm and/or forest land of which the Property consists and of the wildlife habitat thereon including, but not limited to, Spotted and Eastern Painted Turtle nesting grounds and associated wetlands; and
- C. The scenic enjoyment of the general public, specifically limited to providing public access to the adjacent properties of the Goodwill Amendment to the Goodwill Conservation Area using the forest road Access Easement shown on the Plan and further described in Section 3 below; and
- D. The protection of the quality and availability of ground water and surface water resources on and under the Property including, but not limited to, the seasonal stream bisecting the Property and the wetlands it feeds; and

- E. The protection of the Property for public recreational purposes to the extent permitted in accordance with this Easement.

The above Purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the 2017 Vision and Community Character Master Plan Final Chapter of the Town/City of Barrington, which states "Protection, stewardship, and management of the town's natural resources remain a high priority resulting in important land conservation efforts that offer ecological benefits to wildlife, improve water quality, and provide recreational opportunities for residents and visitors. A well-designed system of interconnected trails and paths allows for non-car options and accessibility to reach services, provides for an active and healthy lifestyle, and encourages outdoor activities such as walking, cross-country skiing, and biking" and with New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources."

All of these Purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h) and Section 2031(c).

The Easement hereby granted with respect to the Property is as follows:

- 2. **USE LIMITATIONS.** (Subject to the reserved rights specified in Section 3 below) The Property shall be maintained in perpetuity as open space subject to the following use limitations:

- A. There shall not be conducted on the Property any residential, industrial or commercial activities, including commercial recreational activities, except agriculture and forestry, including timber harvesting, as described below, and provided that the productive capacity of the Property to yield forest and/or agricultural crops shall not be degraded by on-site activities.
 - i. For the purposes hereof, "agriculture" and "forestry" shall include animal husbandry, floriculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes; the growing, stocking, cutting, and sale of Christmas trees or forest trees of any size capable of producing timber or other forest products; the construction of roads or other access-ways for the purpose of removing

forest products from the Property; and the processing and sale of products produced on the Property (such as pick-your-own fruits and vegetables and maple syrup), all as not detrimental to the Purposes of this Easement.

- ii. **Requirements for Agriculture:** Agriculture shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sites and soils of the Property. Said agriculture shall be in accordance with the then-current scientifically based practices recommended by the UNH Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active. Said agricultural activities shall not be detrimental to the Purposes of this Easement, nor materially impair the scenic quality of the Property.
- iii. **Requirements for Forestry:** Forestry shall be performed, to the extent reasonably practicable, as hereinafter specified in accordance with the following goals, and in a manner not detrimental to the Purposes of this Easement.

a. The Forestry goals of this Easement are:

- maintenance of soil productivity; and
- protection of water quality, wetlands, and riparian zones; and
- maintenance or improvement of the overall quality of forest products; and
- conservation of scenic quality; and
- protection of significant or fragile natural areas; and
- protection of significant historic and cultural features; and
- conservation of native plant and animal species; and
- eradication of invasive species as practicable.

- b. Any and all Commercial and Non-commercial Forestry shall be performed in accordance with a written Forest Management Plan consistent with this Easement, prepared by a professional forester with an active Forester license in the State of New Hampshire, or by other qualified person approved in advance and in writing by the Grantee.
- c. Said Forest Management Plan shall have been prepared not more than ten (10) years prior to the date any harvesting shall commence, or, if more than ten (10) years old, the plan shall have been reviewed and updated as required by such a forester or other such qualified person at least thirty (30) days prior to the date of harvest.
- d. Said Forest Management Plan shall include a statement of landowner objectives, and a description of the Grantor's plans to protect the health of the forest resources and manage the forest in such manner that the forest is capable of producing a long-term continuous flow of products and resources, rather than being liquidated in a short time period relative to the forest's ability to regenerate

those products or resources. Planned removals of forest products and resources, including salvage timber, will not exceed 100% of the net annual growth of forest products and resources using the baseline standing inventory for the year in which the Forest Management Plan was completed. Notwithstanding the foregoing, Grantor reserves the right to harvest above this planned level in the event of catastrophic damage or other “Acts of God” after consultation with the Grantee. This is not intended to prevent pulpwood thinning or salvage cuts as a part of ecosystem management, nor to prevent the reasonable and necessary cutting of timber for the location of those improvements and structures otherwise permitted under this Easement; further it is the intent of this Easement that the entire Property outside the Excluded Area shall never be clear cut in a short time frame, but that generally accepted and prudent forestry practices shall be followed which allow the Grantor to manage the timber stands thereon for maximum sustained yield as mixed-age stands in perpetuity and shall specifically address:

- the accomplishment of those Purposes for which this Easement is granted; and
 - the Forestry goals stated in Section 2.A.iii.a above;
- e. At least thirty (30) days prior to the date of commencement of any commercial timber harvest, the Grantee shall have received from the Grantor a written certification, signed by such licensed professional forester, or by such other qualified person approved in advance and in writing by the Grantee, that the Forest Management Plan, as defined in 2.A.iii, a-d, above, has been prepared in compliance with the terms of this Easement. Grantee may request the Grantor to submit the Forest Management Plan itself to Grantee within ten (10) days of such request, but acknowledges that the plan’s purpose is to guide forest management activities in compliance with this Easement, and that the actual activities will determine compliance therewith.
- f. Timber harvesting with respect to any Commercial Forestry shall be conducted in accordance with said Forest Management Plan and be supervised by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee. Any violation of the Forest Management Plan shall also be deemed a violation of this Easement, and such violation may be enforced in accordance with the terms of this Easement.
- g. Such forestry shall be carried out in accordance with all applicable local, state, federal, and other governmental laws and regulations, and, to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Property. For references, see “Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire” (J.B. Cullen, 1996), and “Good

Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire” (New Hampshire Forest Sustainability Standards Work Team, 1997), or similar successor publications.

In areas used by, or visible to the general public, such forestry shall be carried out, to the extent reasonably practicable, in accordance with the recommendations contained in “A Guide to Logging Aesthetics: Practical Tips for Loggers, Foresters, and Landowners” (Geoffrey Jones, 1993) or similar successor publications.

- B. The Property shall not be subdivided, in law or in fact, except that the lease or easement of any portion of the Property for any use permitted by this Easement shall not violate this provision.
- C. No structure or improvement shall be constructed, placed, or introduced onto the Property, except for structures and improvements which:
 - i. Assist in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property and which may include but not be limited to a road, dam, fence, utility line, bridge, culvert, maple sugar house, trails, or sheds, also barn or farm stand of size limited to 2000 sq. ft. or less, all subject to approval of the Grantee; and
 - ii. Are not detrimental to the Purposes of this Easement.
 - iii. Notwithstanding the above, there shall not be constructed, placed, or introduced onto the Property any additional area utilization of the following structures or improvements beyond what is present at the time this easement takes effect: dwelling, mobile home, cabin, residential driveway, any portion of a septic system, tennis court, swimming pool, athletic field, golf course, or aircraft landing area.
- D. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:
 - i. are commonly necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property; and
 - ii. do not harm state or federally recognized rare, threatened, or endangered species, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities; and

iii. are not detrimental to the Purposes of this Easement.

Prior to commencement of any such activities, all necessary federal, state, local, and other governmental permits and approvals shall be secured.

- E. No outdoor advertising structures shall be displayed on the Property except as desirable or necessary in the accomplishment of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the Property, and provided such structures are not detrimental to the Purposes of this Easement. No sign on the Property shall exceed 25 square feet in size, and no sign shall be artificially illuminated.
- F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of sections 2.A., C., D., or E., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.
- G. There shall be no dumping, injection, burning, or burial of any materials not originating on the property.
- H. No rights-of-way or easements of ingress or egress in favor of any third party shall be created or developed into, on, over, or across the Property without the prior written approval of the Grantee, except those of record as of the execution of this Easement and those specifically permitted in the provisions of this Easement.
- I. Motorized vehicles are prohibited, except as required to conduct emergency, farming or forestry operations, or for public access in designated parking spaces, or for access to the excluded area and the residence therein.

3. Access Easement

- A. The Grantor hereby grants to the Grantee an easement of access through the Property from Ross Road to the Grantee's Goodwill Conservation Area/Goodwill Amendment property, identified on the Plan as Tax Map 249 Lot 18, to benefit the Grantee and the general public, under and subject to the following terms and conditions:

i. **In General.**

- a. The Grantee is granted the right to permit, and (except as set out in subparagraph (b) below) Grantor agrees to take no action to prohibit, discourage, or exact a fee for, daytime wheelchair and non-motorized pedestrian, bicycle and equestrian

public access to and over that portion of the Property hereinafter and in the Plan described as the "Forest Road Access Area". The provision of public access to and use of the Forest Road Access Area is subject to certain conditions and limitations set out at subparagraph (b) below. Within the Forest Road Access Area Grantee may construct and maintain a forest road (the "Forest Road" or "Road" as the case may be) and a parking area described in subparagraph (d) below for those purposes and uses permitted in this paragraph. The Road will serve a dual use function for the purposes of public access to, as well as for occasional forestry operations and forest management in the Goodwill Conservation Area, including vehicular travel and the removal of forest products. The Road as constructed shall be no greater than twelve (12) feet in width unless otherwise authorized in writing by the Grantor. (For purposes of this Section 3, "daytime" means the period of time extending during daylight hours beginning one-half hour before sunrise to one-half hour following sunset and "nighttime" is its obverse.) Grantor and Grantee have the right to require that public use attributable to the public access rights accorded herewith is conducted in a manner that does not unreasonably disturb plant or wildlife habitat, and will not significantly impair the protection and preservation of the Property's conservation values, the Purposes of this Easement, or the quiet use and enjoyment of the Property by Grantor, Grantor's guests and invitees, and owners of adjacent properties.

- b. Notwithstanding the provisions of subparagraph (a) above, Grantor may post against, prohibit and shall not permit any public access onto and through the Forest Road Access Area until such time as the construction of the Forest Road through the Forest Road Access Area contemplated hereunder is completed by Grantee. Without the need to secure the prior consent of the then owner of the Property, Grantee shall close all or portions of the Road whenever in Grantee's judgment conditions of safety or severe erosion require.
- c. Grantee shall retain primary responsibility (including all financial responsibility) for managing and maintaining public access attributable to the easement accorded herewith and for enforcing the provisions of this paragraph 2.I as they relate to the public.
- d. The rights hereby conveyed include the right to construct, and the obligation to maintain and repair a forest road located within the Forest Road Access Area as shown on the Plan and described in Appendix B, as well as a parking area of length 36 ft. and width 18 ft. on, or immediately fronting, the section of road crossing the 50' ROW to Lot 249-20, as shown on the Plan. Grantee may enter the Property for purposes of maintenance of the Road and parking area designated for public use attributable to the easement accorded herewith and, with respect to the maintenance of such Road and parking area, may use motorized vehicles and may use mechanized or motorized equipment to mow, alter the surface, and cut and prune vegetation within the Forest Road Access Area, may construct and maintain Road and parking area improvements such as timber steps, small unlighted signs, registration boxes, directional markers, walkways, footbridges, informational kiosks, and barriers to delineate the access

route, or discourage use of the Road by motorized vehicles; and may make alterations necessary to prevent erosion.

- e. Grantee agrees to manage public access as provided herein in a manner that will encourage the public to be responsible and sensitive to the conservation values of the property, and shall post signs and instructions to communicate the goals and rules for access, as may be described in more detail in the Access Management Plan provide in Paragraph iv. below.

- f. Grantor and Grantee may mutually agree to limit, restrict, or prohibit public use to the Forest Road Access Area, temporarily or permanently, to assure safety, for maintenance purposes, and as necessary or appropriate to preserve other important conservation values of the Property in accordance with the terms of this Section 3 and this Easement.
- g. Grantor and Grantee claim all of the rights and immunities against liability for injury to the public under any applicable provision of law and equity.
- h. The access easement granted by and through this Section 3 is not assignable without the prior written approval of Grantor and is assignable only to a qualified conservation organization as described in U.S. Internal Revenue Code, Section 170(h), whose purposes include the provision of outdoor recreational and educational activities as a qualified conservation activity in accordance with Section 170(h)(4)(i) of said Code. It is not intended to be legally appurtenant to the Grantee's adjoining property.
- i. Grantor retains the right to use the Forest Road Access Area as shared access for those uses and activities and by such means as are reserved to Grantor under this Easement.

- ii. **Remedies.** In the case of damage to the Property or to the conservation values of the Property attributable to the public access rights accorded herewith, Grantor and Grantee shall consider, among other remedies (including but not limited to Grantor's right to enforce Grantee's obligations under this paragraph 2.I, and the right to post as provided in Section 4.E below), the following:
 - a. relocating or restricting access;
 - b. reconstructing or further improving or delineating access;
 - c. increasing law enforcement patrols;
 - d. limiting days and hours of use;
 - e. limiting seasons of use;

- f. educating users with literature, signs, and other information;
 - g. blocking or chaining access points; and
 - h. temporarily or indefinitely closing the access and curtailing or limiting public access to the Property, including the parking area, to halt problematic or abusive uses or behaviors by said public. Said problematic or abusive uses or behaviors may include, but are not limited to, loitering, partying or other unauthorized large gatherings of people, noisy activities, vandalism, and/or making of fires or development of unauthorized trails or structures.
- iii. **Indemnification.** Grantee shall save harmless, indemnify and defend Grantor and Grantor's agents, employees, successors, and assigns from and against any and all claims, damages, losses, and expenses (including, without limitation, reasonable attorneys' fees, witness fees and court costs) that arise or result from personal injury, death, or property damage resulting from the sole negligent acts or omissions of Grantee as a result of this Easement.
- iv. **Access Maintenance Plan.** The terms of this Section 3 shall be incorporated into a Management Plan to be developed by Grantee and to be approved by Grantor and Grantee, which will set out the details of Road construction, maintenance, signage, fencing, the control of public access, and the like relating to the Road that may be constructed and maintained by Grantee on the Property, and which may be revised or amended from time to time. In the event of any conflict between the plan and this conservation restriction, the terms of this Easement will prevail. The plan and any amendments thereto will be included with the Baseline Documentation. The approval of the plan and any revisions or amendments thereto shall be binding on all successors in title to the Property.

4. RESERVED RIGHTS.

- A. The Grantor reserves the right to maintain, repair, relocate and improve the driveway to the Excluded Area shown on the Plan (herein referred to as the "Excluded Area") and the existing two space Electric Vehicle charging/parking area near the base of the existing driveway, and to install and maintain, either above or below ground, utility lines, and telecommunication/data communication lines, to serve the Excluded Area. This provision is an exception to 2.C, D above. The Grantor reserves the right to operate motorized vehicles, and permit others to operate said vehicles, for the purposes of maintaining and managing the Property, and the Excluded Area, including structures therein. This provision is an exception to 2.J. above.
- B. The Grantor reserves the right to install wind, solar, geo-thermal or other renewable power generating equipment (referred to hereinafter as "Renewable Power Equipment") to provide energy for agricultural, forest management, and conservation activities on the Property, and in connection therewith for household and residential use on the Excluded

Area, provided that the location of any such Renewable Power Equipment has been approved in advance by the Grantee, which approval may not be unreasonably withheld or delayed. In addition, the Grantor reserves the right to connect said equipment to the local power grid and to sell incidental, excess power back to the power grid through a net-metering or similar program. This provision is an exception to 2.C, D above.

- C. The Grantor reserves the right to install a solar array and associated power grid inter-tie equipment in the immediate vicinity of the existing Electric Vehicle power kiosk at the base of the driveway in the Lower Field to offset the power utilization of said kiosk, associated vehicles, telecommunications equipment, and power utilized by residential facilities in the Excluded Area. This provision is an exception to 2.A, C, D above.
 - D. The Grantor reserves the right to perform logging operations to eliminate shading of on-site solar generation facilities. This provision is an exception to 2.A above.
 - E. The Grantor reserves the right to post the property against hunting, fishing and/or public access, or not to post as Grantor may desire from time to time, with the exception of the public access granted on the Forest Road., but subject to the rights of Section 3.A.ii above.
 - F. The Grantor reserves the right to create a private family burial ground on the Property to be located in the Lower Field, not larger than 50' by 40' , identified and surrounded by a fence or stone wall, for the placement of human remains, whether embalmed or not, of the Grantors (as broadly defined herein), and members of their family.
 - G. The Grantor reserves the right to withdraw groundwater on a sustainable yield basis and to remove said groundwater from the Property only for the purpose of providing a public water system, as defined by NH RSA 485:1-a, XV, as it may be amended from time to time. "Sustainable yield" shall mean a rate of annual water withdrawal that does not cause adverse impacts to water resources or users. Withdrawal or removal of groundwater for private commercial purposes not served by a public water system is expressly prohibited. This provision is an exception to 2.A, C, D above
-
- i. **Test Wells.** Prior to drilling test wells on the Property, the Grantor shall submit a Test Well Site Plan to the Grantee for review and approval. Said plan shall identify the proposed locations and access for the test wells and identify the steps to be taken to minimize damage to the Property and Purposes of this Easement. The Grantor shall include in the Test Well Site Plan a restoration plan that addresses remediation of the impacts associated with the test wells and associated improvements.
 - a. The Grantee shall limit its review of the Test Well Site Plan to the proposed access and restoration plan components and either approve, approve with conditions, or deny those components of the Test Well Site Plan within thirty (30) days of receipt of the request. The Grantee shall not unreasonably withhold such approval.

- b. The Grantor is encouraged to communicate regularly and openly with the Grantee as it develops its Test Well Site Plan.
 - c. In the event that if after two (2) years from the date of installation of the test wells, the Grantor has not submitted a Construction Proposal per administrative rule Env--Dw 404.02, as may be amended, to the State of New Hampshire, then the Grantor shall initiate the restoration plan at his expense and complete it within six (6) months. The Grantor may request extensions from the Grantee for implementing and completing the restoration plan which the Grantee may grant at its discretion.
- ii. **Facilities and Improvements.** For the purposes hereof, permitted activities in conjunction with a groundwater withdrawal development project shall consist of the installation, maintenance, monitoring, and replacement of test wells, long-term water production wells, monitoring wells, monitoring stations, pumping stations, and ancillary improvements such as, but not limited to, permeable-surface roads, signs, electric utilities necessary to power the pumps and related equipment, pipes, conduits, and security facilities, but only if they are required to be located on the Property. To the extent that said facilities and improvements must be located on the Property, those facilities and improvements shall, to the maximum extent possible, be located so as to minimize the impact to and disturbance of the Property and the Purposes of this Easement, and are subject to the prior written approval of the Grantee, as outlined below. Other major facilities including, but not limited to, storage tanks, shipping facilities, non-permeable pavement, and office and laboratory facilities for employees shall not be located within the Property.
- a. Prior to submitting a Construction Proposal per administrative rules Env--Dw 404.02, as may be amended, for approval by the appropriate State of New Hampshire agency, the Grantor shall submit to the Grantee for approval the following information and plans (hereinafter, collectively referred to as "Site Plans") in appropriate format (e.g., documents, maps, plans, specifications, and designs) sufficient to identify the location and design of any proposed facilities or improvements on the Property, including but not limited to temporary or permanent well sites, pumping stations, and ancillary improvements such as but not limited to access ways/roads, signs, electric utilities, pipes, conduits, and security facilities and the provisions to minimize disturbance and impacts to the Property and Purposes of this Easement during and after installation and operation of the ground water withdrawal development project for the public water system.
 - b. The Grantee shall approve, approve with conditions, or deny the proposed Site Plans in writing within sixty (60) days of its receipt and base its decision on the impacts to the Property and the Purposes of this Easement. The Grantee shall not unreasonably withhold such approval.

- c. The Construction Proposal submitted to the State of New Hampshire shall accurately reflect the Site Plans approved by the Grantee.
 - d. Upon completion of the ground water withdrawal development project, the Grantor shall submit an “as built” Site Plan to the Grantee.
 - e. Any proposal to expand, enlarge or relocate facilities and improvements related to groundwater withdrawal shall require the approval of the Grantee in accordance with process and procedure in Section #.D.2. a-d above. This provision does not apply to increases in water withdrawal rates or amounts or to maintenance or repair of said facilities and improvements.
 - f. If the groundwater wells and associated facilities and improvements are no longer used and there is no feasible plan for their eventual reuse, the Grantor shall undertake the restoration of the site in consultation with the Grantee.
- iii. **Compliance with Law.** Activities taken by the Grantor in execution of the groundwater withdrawal right herein shall comply with all applicable federal, state and local requirements, including but not limited to requirements associated with public water supply, water withdrawals, and water discharges, and the Grantor shall obtain any associated and requisite approvals from said agencies and abide by the conditions of said approvals.
 - iv. The Grantor shall provide to the Grantee a copy of any application for renewal, and any subsequent approval by the State, of the groundwater withdrawal permit.

5. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE.

- A. The Grantor agrees to notify the Grantee in writing at least 10 days before the transfer of title to the Property.
- B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

6. BENEFITS AND BURDENS.

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3)

of said Code, which organization has among its purposes the conservation and preservation of land and water areas, agrees to and is capable of protecting the Purposes of this Easement, and has the resources to enforce the restrictions of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

7. AFFIRMATIVE RIGHTS OF GRANTEE.

- A. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.
- B. To facilitate such inspection and to identify the Property as conservation land protected by the Grantee, the Grantee shall have the right to place signs, each of which shall not exceed 24 square inches in size, along the Property's boundaries.

8. RESOLUTION OF DISAGREEMENTS.

- A. The Grantor and the Grantee desire that issues arising from time to time concerning uses or activities in light of the provisions of the Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if either party becomes concerned whether any use or activity (which together for the purposes of this Section, "Resolution of Disagreements," shall be referred to as the "Activity") complies with the provisions of this Easement, wherever reasonably possible the concerned party shall notify the other party of the perceived or potential problem, and the parties shall explore the possibility of reaching an agreeable resolution by informal dialogue.
- B. If informal dialogue does not resolve a disagreement regarding the Activity, and the Grantor agrees not to proceed or to continue with the Activity pending resolution of the disagreement concerning the Activity, either party may refer the disagreement to non-binding mediation by written notice to the other. Within ten (10) days of the delivery of such a notice, the parties shall agree on a single impartial mediator. Mediation shall be conducted in Concord, New Hampshire, or such other location as the parties shall agree. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.
- C. Notwithstanding the availability of mediation to address disagreements concerning the compliance of any Activity with the provisions of this Easement, if the Grantee believes that some action or inaction of the Grantor or a third party is causing irreparable harm or damage to the Property, the Grantee may seek a temporary restraining order, preliminary

injunction or other form of equitable relief from any court of competent jurisdiction to cause the cessation of any such damage or harm, to enforce the terms of this Easement, to enjoin any violation by permanent injunction, and to require the restoration of the Property to its condition prior to any breach.

9. BREACH OF EASEMENT – GRANTEE’S REMEDIES.

- A. If the Grantee determines that a breach of this Easement has occurred or is threatened, the Grantee shall notify the Grantor in writing of such breach and demand corrective action to cure the breach and, where the breach involves injury to the Property, to restore the portion of the Property so injured to its prior condition.
- B. The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken hereunder.
- C. If the Grantor fails to perform its obligations under the immediately preceding paragraph B. above, or fails to continue diligently to cure any breach until finally cured, the Grantee may undertake any actions that are reasonably necessary to repair any damage in the Grantor’s name or to cure such breach, including an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.
- D. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation features of the Property, the Grantee may pursue its remedies under this Section, “Breach of Easement...,” without prior notice to the Grantor or without waiting for the period provided for cure to expire.
- E. The Grantee shall be entitled to recover damages from the party directly or primarily responsible for violation of the provisions of this Easement or injury to any conservation features protected hereby, including, but not limited to, damages for the loss of scenic, aesthetic, or environmental attributes of the Property. Without limiting the Grantor’s liability therefore, the Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.
- F. The Grantee’s rights under this Section, “Breach of Easement...,” apply equally in the event of either actual or threatened breach of this Easement, and are in addition to the provisions of the preceding Section, “Resolution of Disagreements,” which section shall also apply to any disagreement that may arise with respect to activities undertaken in response to a notice of breach and the exercise of the Grantee’s rights hereunder.
- G. The Grantor and the Grantee acknowledge and agree that should the Grantee determine, in its sole discretion, that the conservation features protected by this Easement are in immediate danger of irreparable harm, the Grantee may seek the injunctive relief described in the third paragraph of this Section, “Breach of Easement...,” both

prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Grantee's remedies described in this Section, "Breach of Easement...", shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

- H. Provided that the Grantor is directly or primarily responsible for the breach, all reasonable costs incurred by the Grantee in enforcing the terms of this Easement against the Grantor, including, without limitation, staff and consultant costs, reasonable attorneys' fees and costs and expenses of suit, and any costs of restoration necessitated by the Grantor's breach of this Easement shall be borne by the Grantor; and provided further, however, that if the Grantor ultimately prevails in a judicial enforcement action each party shall bear its own costs. Notwithstanding the foregoing, if the Grantee initiates litigation against the Grantor to enforce this Conservation Easement, and if the court determines that the litigation was initiated without reasonable cause or in bad faith, then the court may require the Grantee to reimburse the Grantor's reasonable costs and reasonable attorney's fees in defending the action.
- I. Forbearance by the Grantee to exercise its rights under this Easement in the event of any breach of any term thereof by the Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's rights hereunder. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver. The Grantor hereby waives any defense of laches or estoppel.
- J. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal and/or equitable remedies, as set forth in this Section, "Breach of Easement...", against any third party responsible for any actions inconsistent with the provisions of this Easement.

10. NOTICES.

All notices, requests and other communications, required to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so

delivered or so mailed.

11. SEVERABILITY.

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

12. CONDEMNATION/EXTINGUISHMENT.

- A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, or whenever all or a part of the Property is lawfully sold without the restrictions imposed hereunder in lieu of exercise of eminent domain, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.
- B. The balance of the land damages recovered from such taking or lawful sale in lieu of exercise of eminent domain shall be divided between the Grantor and the Grantee in proportion to the fair market value, at the time of condemnation, of their respective interests in that part of the Property condemned. For this purpose and that of any other judicial extinguishment of this Easement, in whole or in part, the values of the Grantor's and Grantee's interests shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation or extinguishment.
- C. The Grantee shall use its share of the proceeds resulting from condemnation or extinguishment in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

13. NO MERGER

The Grantor and the Grantee explicitly agree that it is their intent that the provisions of this Easement are to continue in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Conservation Area by or to the Grantee or any successor or assign shall be deemed to eliminate the Easement, or any portion thereof under the doctrine of merger or any other legal doctrine.

14. ADDITIONAL EASEMENT.

Should the Grantor determine that the expressed Purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the Purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in the Section "Benefits and Burdens," above, accepts and records the additional easement.

15. PROCEEDS FROM PERMITTED ACTIVITIES.

The Grantor has reserved and is permitted certain rights hereunder, including but not limited to the rights to lease or ease the Property, maintain permitted agricultural activities and harvest timber. Grantor may also request and obtain financial credits and benefits due to the application of local, state or federal incentives related to the conservation of lands and natural resources or generation of renewable energy. Any and all income and any other proceeds from such activities are and shall remain the sole property of the Grantor, even in those instances in which Grantee's approval or concurrence may be required or requested.

16. AMENDMENT AND DISCRETIONARY CONSENT

Grantor and Grantee recognize and agree that natural conditions, landscapes, consistent uses, and technologies change over time, and unforeseen or changed circumstances could arise in which an amendment to certain terms or restrictions of this Easement would be appropriate and desirable, or that some proposed activities may require the discretionary consent of the Grantor, as further described below. To this end, Grantor and Grantee have the right to agree to amendments to this Easement and the Grantee may exercise discretionary consent in accordance with the provisions and limitations of this Section, the then-current policies of the Grantee, and applicable state and federal law. Any amendment or exercise of discretionary consent: (a) shall be consistent with and not detrimental to the Purposes of this Easement; (b) shall not impair the conservation values of the Property protected by this Easement; (c) shall not affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and NH RSA 477:45-47 as may be amended from time to time; and, (d) shall not affect the perpetual duration of this Easement or the perpetual protection of its Purposes. Any request by Grantor for an amendment or for discretionary consent shall be in writing and shall describe the proposed amendment or the activity for which consent is sought in sufficient detail to allow the Grantee to judge the consistency of the request and the proposed activity with the Purposes of this Easement. Nothing in this section shall require Grantee to consider or negotiate any proposed amendment or request for discretionary consent.

A. Amendments. Any amendment shall be executed by the Grantor and the Grantee, subject to review by the N.H. Attorney General's Office, Charitable Trusts Division as necessary, and shall be recorded in the Strafford County Registry of Deeds.

B. Discretionary Consent. If the Grantor and the Grantee agree that any activity otherwise prohibited herein or not contemplated by the easement is desirable, and if the Grantee determines, in its sole discretion that such activity (i) is not detrimental to the Purposes of the Easement and (ii) either enhances or does not impair the conservation values protected hereby; the Grantee may then consent to such activity only under the conditions and circumstances described above. The Grantee's consent to a proposed use or activity may be limited or restricted in time, locale or by ownership.

C. Notwithstanding the foregoing, the Grantor and the Grantee shall have no right or power to agree to any Amendment or consent to any activities that would result in the termination of this Easement or to allow any residential, commercial or industrial structures, or any commercial or industrial activities not otherwise allowed or provided in this Easement. The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the Purposes for which this Easement is delivered.

TRUSTEES' CERTIFICATE

Paul W. Panish and **Stephanie M. Hall, Co-Trustees of the Panish-Hall Trust**, being the Grantors under the foregoing Conservation Easement Deed, hereby certify that (a) the Trust exists and remains in full force and effect, (b) we are the current Co-Trustees of the Trust, (c) under the Trust we have full and absolute power to convey any interest in real estate and improvements thereon held in the Trust, and (d) no purchaser or third party shall be bound to inquire whether we as the Co-Trustees have said power or are properly exercising such power or to see to the application of any Trust asset paid to us as Co-Trustees for a conveyance thereof.

Paul W Panish and Stephanie M. Hall, husband and wife, hereby release all rights of homestead in said property.

IN WITNESS WHEREOF, I (We) have hereunto set my (our) hand(s) this ____ day of _____, 20__.

Paul W. Panish, Trustee

Paul W. Panish

Stephanie M. Hall, Trustee

Stephanie M. Hall

The State of _____

County of _____

Personally appeared _____ and
_____ this ____ day of _____,

20__, and acknowledged the foregoing to be his/her/their voluntary act and deed.

Before me, _____
Justice of the Peace/Notary Public

My commission expires: _____

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

IN WITNESS WHEREOF, I (We) have hereunto set my (our) hand(s) this _____ day of _____, 20____.

ACCEPTED: TOWN OF BARRINGTON CONSERVATION COMMISSION

By: _____

Title: _____
Duly Authorized

Date: _____

The State of New Hampshire
County of _____

Personally appeared _____
Print Name & Title

of the Town of Barrington Conservation Commission, this _____ day of _____, 20____, and acknowledged the foregoing on behalf of the Town of Barrington Conservation Commission.

Before me, _____
Justice of the Peace/Notary Public

My commission expires: _____

ACCEPTED: TOWN OF BARRINGTON BOARD OF SELECTMEN

By: _____

Title: _____
Duly Authorized

Date: _____

By: _____

Title: _____
Duly Authorized

Date: _____

By: _____

Title: _____
Duly Authorized

Date: _____

The State of New Hampshire
County of _____

Personally appeared _____
Print Name & Title

of the Town of Barrington Board of Selectmen, this _____ day of
_____, 20____, and acknowledged the foregoing on behalf of the
Town of Barrington Board of Selectmen.

Before me, _____
Justice of the Peace/Notary Public

My commission expires: _____

The State of New Hampshire
County of _____

Personally appeared _____
Print Name & Title

of the Town of Barrington Board of Selectmen, this _____ day of
_____, 20____, and acknowledged the foregoing on behalf of the Town of
_____ Board of Selectmen.

Before me, _____
Justice of the Peace/Notary Public

My commission expires: _____

The State of New Hampshire
County of _____

Personally appeared _____
Print Name & Title

of the Town of Barrington Board of Selectmen, this _____ day of
_____, 20____, and acknowledged the foregoing on behalf of the Town of
_____ Board of Selectmen.

Before me, _____
Justice of the Peace/Notary Public

My commission expires: _____

APPENDIX A – Conservation Easement Description

A proposed Conservation Easement located on Ross Road in the Town of Barrington, County of Strafford, State of New Hampshire, and shown on a plan entitled "Conservation Easement Plan, Tax Map 249 Lot 19, Ross Road, Barrington, NH Owner Lot 249-19: Panish-Hall Trust" Dated March 18, 2020, Scale: 1" = 100', last revised on 11/11/2020, prepared by Eric C. Mitchell & Associates, Inc. to be recorded herewith and further described as follows:

All bearings of this description are turned from grid north based on the New Hampshire State Plane Coordinate System and all distances are based on the current survey.

Beginning at an iron rod set at the southerly corner of the herein described premises and at the northeasterly terminus of Ross Road at land now or formerly the Timothy A. & Andrea R. Puls; thence

North 29°31'54" West along said Ross Road, a distance of 97.88 feet to an iron rod set; thence

North 79°28'17" West along said Ross Road, land now or formerly George & Ramona Cook and land now or formerly John J. Hashem, a distance of 166.44 feet to an iron rod set; thence

North 46°32'48" West along land of said Hashem, a distance of 68.01 feet to an iron rod set; thence

North 57°26'15" West along land of said Hashem, a distance of 93.81 feet to a drill hole set; thence

North 43°28'11" West along land of said Hashem, a distance of 67.51 feet to a drill hole set; thence

North 48°05'00" West along land of said Hashem and land now or formerly the Town of Barrington, a distance of 208.21 feet to an iron rod set; thence

North 29°55'00" West along land of said Town, a distance of 180.18 feet to an iron rod set; thence

North 46°05'00" West along land of said Town, a distance of 50.05 feet to a drill hole set at the beginning of a stonewall; thence

North 35°51'09" East along said stonewall and land of said Town, a distance of 53.77 feet to a drill hole set; thence

North 31°21'19" East along said stonewall and land of said Town, a distance of 166.96 feet to a drill hole set at the end of said stonewall; thence

North 29°32'39" East along land of said Town, a distance of 209.80 feet to a drill hole set at the beginning of a stonewall; thence

North 32°58'39" East along said stonewall and land of said Town, a distance of 87.03 feet to a drill hole set; thence

North 39°56'03" East along said stonewall and land of said Town, a distance of 42.69 feet to a drill hole set; thence

North 34°46'14" East along said stonewall and land of said Town, a distance of 177.69 feet to an iron rod set; thence

North 49°10'23" West along land of said Town and a stonewall, a distance of 183.24 feet to a drill hole set; thence

North 53°11'11" West along said stonewall and land of said Town, a distance of 114.14 feet to a drill hole set; thence

North 50°02'56" West along said stonewall and land of said Town, a distance of 167.75 feet to a drill hole set; thence

North 34°23'28" East along said stonewall and land of said Town, a distance of 254.07 feet to a drill hole set; thence

South 51°36'56" East along said stonewall and land of said Town, a distance of 221.40 feet to a drill hole set at the end of said stonewall; thence

South 54°40'06" East along land of said Town mostly by a stonewall, a distance of 217.61 feet to a drill hole set at the Excluded Area; thence

South 30°58'06" West along said stonewall and said Excluded Area, a distance of 105.99 feet to a drill hole set; thence

South 15°02'59" West along said stonewall and said Excluded Area, a distance of 28.29 feet to a drill hole set; thence

South 30°12'24" West along said stonewall and said Excluded Area, a distance of 117.01 feet to a drill hole set; thence

South 45°31'07" East along said Excluded Area, a distance of 428.31 feet to a drill hole set in a stonewall; thence

North 35°22'27" East along said stonewall and said Excluded Area, a distance of 99.50 feet to a drill hole set at the end of said stonewall; thence

North 38°46'11" East along said Excluded Area mostly by a stonewall, a distance of

77.52 feet to a drill hole set; thence

North 43°55'09" East along said stonewall and said Excluded Area, a distance of 44.01 feet to a drill hole set; thence

North 36°51'46" East along said stonewall and said Excluded Area, a distance of 63.69 feet to a drill hole set at land of said Town of Barrington; thence

South 49°22'55" East along said stonewall and land of said Town, a distance of 357.54 feet to an iron rod set at land now or formerly the John B. Canney Revocable Trust; thence

South 31°28'04" West along said stonewall and land of said Canney Revocable Trust, a distance of 423.60 feet to a drill hole set at the; thence

South 32°15'20" West along said stonewall and land of said Canney Revocable Trust, a distance of 354.39 feet to a drill hole set; thence

South 27°27'57" West along land of said Canney Revocable Trust partly by a stonewall, a distance of 96.01 feet to an iron rod set; thence

South 46°48'29" East along land of said Canney Revocable Trust, a distance of 68.50 feet to an iron rod set at land of said Puls; thence

South 34°48'44" West along land of said Puls, a distance of 162.50 feet to the point of beginning.

Said Easement containing approximately 878,711 square feet or 20.17 acres and is subject to all matters as shown on said plan.

APPENDIX B – Access Easement and Parking Area Description

Beginning at an iron rod set at the southerly corner of the herein described premises and at the northeasterly terminus of Ross Road at land now or formerly Timothy A. & Andrea R. Puls; thence

North 29°31'54" West along said Ross Road, a distance of 97.88 feet to an iron rod set; thence

North 79°28'17" West along said Ross Road, land now or formerly George & Ramona Cook and land now or formerly John J. Hashem, a distance of 166.44 feet to an iron rod set; thence

North 46°32'48" West along land of said Hashem, a distance of 68.01 feet to an iron rod set; thence

North 57°26'15" West along land of said Hashem, a distance of 93.81 feet to a drill hole set; thence

North 43°28'11" West along land of said Hashem, a distance of 67.51 feet to a drill hole set; thence

North 48°05'00" West along land of said Hashem, a distance of 12.77 feet to a point; thence

North 46°31'49" East onto Lot 249-19, a distance of 21.03 feet to a point; thence
South 43°28'11" East, a distance of 77.79 feet to a point; thence

South 57°26'15" East, a distance of 93.27 feet to a point; thence

South 46°32'48" East, a distance of 64.01 feet to a point; thence

South 84°33'26" East, a distance of 159.08 feet to a point; thence

South 47°48'02" East, a distance of 105.03 feet to a point at land of said Puls; thence
South 34°48'44" West along land of said Puls, a distance of 59.10 feet to the point of beginning.

Said Easement containing approximately 13,233 square feet or 0.30 acres and is subject to all matters as shown on said plan.